

Fort Madison Munic. Water Works

Teamsters #238 (Mixed)

7/1/2006 6/30/2008

AGREEMENT
BETWEEN
CITY OF FORT MADISON, IOWA
AND
CHAUFFEURS, TEAMSTERS AND HELPERS
LOCAL UNION NO. 238
AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
WATER DEPARTMENT
JULY 1, 2006
TO
JUNE 30, 2008

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ARTICLES OF AGREEMENT

THIS AGREEMENT is executed between Chauffeurs, Teamsters and Helpers Local Union No. 238 affiliated with the International Brotherhood of Teamsters of America, hereinafter referred to as the "Union", and the City of Fort Madison, Iowa, hereinafter referred to as the "Employer".

ARTICLE 1

RECOGNITION

1.1 The Employer does hereby recognize the Union as the exclusive bargaining representative for all of the employees of the Employer as herein defined.

1.2 The term "employee" as used in this Agreement shall include all full time employees of the Fort Madison Water Department, and excludes all supervisors, including the Water Services Director, Plant Superintendent, Confidential Stenographer, all part time employees, temporary employees, and all others excluded by Section 4 of the Public Employment Relations Act.

ARTICLE 2

UNION REPRESENTATIVES

2.1 Union Representatives. The business agent or the assistant business agent of Chauffeurs, Teamsters and Helpers Local Union No. 238 shall have access to the premises of the Employer for the purpose of the investigation of grievances and other official Union related business. The business agent and/or the assistant business agent will notify the Employer prior to conducting any Union business with the employees. The business agent and/or the assistant business agent shall have a reasonable amount of time to conduct Union business at a reasonable time.

2.2 Union Stewards. The Union shall designate and appoint the Union Steward for the employees to conduct the affairs of the Union for the benefit of the employees covered by this Agreement. The Union shall give to the Employer, in writing, the name of the Union Steward designated by the Union to serve as the Steward. The Employer will also be notified, in writing, of any change of designation of a Union Steward by the Union.

2.3 Union Bulletin Board. The Employer agrees to provide a Union Bulletin Board for the purpose of posting notices, etc. relating to the affairs of the Union. Notices shall be removed after the effective date.

2.4 Employees will not conduct Union business on the Employer's time without approval of the Employer.

2.5 The Employer will neither negotiate nor make collective bargaining agreements for any of the employees in the bargaining unit covered hereby unless it be through duly authorized representative of the Union.

2.6 The Employer agrees that it will not interfere with, restrain, coerce, or discriminate against any of its employees in connection with their membership in the Union. There will be no harassment of the Employer or the Union by either Union or non-union employees. Any report of an employee making anti-union or anti-employer statements, or otherwise attempting to damage the relationship of the Union and the Employer or the employees will be considered a proper basis for a grievance.

2.7 The Employer agrees not to enter into any agreement or contract with its employees covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such contract or agreement shall be null and void.

ARTICLE 3

EMPLOYER RIGHTS

3.1 Except as delegated, granted, modified, or limited by provisions of this Agreement, the Employer shall have, in addition to all powers, duties, and rights established by constitutional provision, statute, ordinance, charter, or special act, the exclusive power, duty, and right to:

- a) Direct the work of its' employees.
- b) Hire, promote, demote, transfer, assign, and retain employees.
- c) Suspend or discharge employees for proper cause.
- d) Maintain the efficiency of governmental operations.
- e) Relieve employees from duties because of lack of work or for other legitimate reasons.
- f) Determine and implement methods, means, assignments, and personnel by which the Employer's operations are to be conducted.
- g) Take such actions as may be necessary to carry out the mission of the Employer.
- h) Initiate, prepare, certify and administer its budget.
- i) Exercise all powers and duties granted by law.

ARTICLE 4

CHECK OFF

4.1 The Employer agrees to deduct from the pay of all employees covered by this Agreement, Union dues, Union initiation fees and/or assessments of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions once each month. The Union will furnish a written authorization form signed by the employee and presented to the Employer authorizing the payroll deductions. The employee may terminate this authorization for this payroll deduction by giving the Employer at least a thirty (30) day written notice to cease such deductions.

4.2 The Employer will not be liable for damages arising by virtue of mistakes in connection with funds collected under the provisions of this Article and the Union agrees to hold the Employer harmless therefrom.

ARTICLE 5

SENIORITY

5.1 Seniority rights for employees shall prevail at all times. Seniority shall mean the priority obtained as a result of an employee's length of continuous service with the Employer and shall commence on the most recent date of employment and become applicable immediately following completion of the probationary period.

5.2 An employee shall lose seniority rights upon:

- a) Resignation.
- b) Discharge.
- c) Lay-off for a period longer than one (1) year.
- d) Failing to report for work within ten (10) days after written notice of recall by United States certified mail with return receipt requested to his or her last known address.
- e) Retirement.
- e) Inability to work because of proven non-occupational illness or injury for a period longer than one (1) year.

5.3 A list of employees arranged in order of their seniority shall be posted in a conspicuous place at their place of employment. There shall be two (2) seniority lists. One seniority list shall be for divisional seniority. The three (3) divisions shall be office division, distribution division, and plant division. The division seniority list shall be for lay-off and re-call to employment by seniority. The other seniority list shall be a master over-all seniority list. The master list shall be for the purpose of bidding new jobs and vacancies on any job by seniority for all

employees.

The employee will maintain but not continue to accrue seniority in a division if the employee bids into another division and shall be placed at the bottom of the seniority list in that division to which they bid. Should the employee later return to a division, the employee's seniority shall be adjusted accordingly.

5.4 When a new job or vacancy exists in any division, the new job or vacancy shall be posted on the bulletin board for a period of three (3) days, and is subject to bid by all employees with seniority. The successful bidder must meet the requirements of the employer for the position and must qualify according to State requirements for that position. The employee shall be given a probationary period of ninety (90) working days. If either the employer or employee determines during this period that the employee should be returned to his former position with the employer, any new employee hired to replace the employee who had bid the vacancy or new job shall be terminated at the discretion of the employer. The successful bidder will be placed on the vacancy or new job within seven (7) calendar days. When an employee bids a job and is successful, the employee waives the right to bid on any other job for a period of ninety (90) days.

5.5 All new regular employees shall be hired for a ninety (90) calendar day trial period during which time said new employees can be discharged by the Employer on any grounds. After new employees have completed the ninety (90) calendar day probationary period, the new employees shall be placed on the seniority lists as of their most recent date of hire. New employees shall have no seniority rights until the employee has successfully completed the probationary period.

5.6 The seniority of the employees shall also be applied in the choosing of vacations, shift assignments, and overtime within the divisions.

5.7 Junior employees will be temporarily assigned out of their division. No employee will be assigned to a temporary assignment for more than forty-five (45) continuous working days.

Upon combining distribution, meter reader, meter maintenance and service truck, those employees will work at their usual jobs i.e. those jobs held by the employees before the Distribution Division was combined. Any assignment made outside of their normal work within the Distribution Division will be made on the basis of assigning the employee(s) with the least seniority in the Distribution Division first

ARTICLE 6

PROCEDURE FOR STAFF REDUCTION

6.1 When there is to be a lay-off of the employees due to a lack of work for any reason, the junior employee(s) on the divisional seniority list shall be laid off first, provided such lay-off does not violate state certification regulations. When employees are recalled to work; they shall be returned to work in seniority order. In the event an employee is laid off, the employee shall be

given a ten (10) day notice of recall by registered or certified mail to the employee's last known address. The employee shall respond to such notice within three (3) days after receipt thereof and actually report to work within seven (7) days after receipt of notice unless otherwise mutually agreed to.

6.2 No full time employee will be laid off as long as there are part-time or temporary employees. No part-time employee or temporary employee will be utilized to deprive regular full time employees of the opportunity for regular time or overtime in a division.

6.3 Any employee subject to lay-off in one division shall have the right to bump an employee in another division with less seniority provided that the employee bumping has more divisional seniority in the division that he/she is bumping into, including any State certification. This section shall be subject to Article 5 (Seniority), Section 4 of this contract.

ARTICLE 7

HOURS OF WORK

7.1 Each employee shall have a scheduled and paid guaranteed forty (40) hour work week unless the employee breaks this guarantee of his or her own volition.

7.2 The work week for all employees shall commence at Midnight on Sunday, and end on the following Sunday night at Midnight. The employees shall work five (5) eight (8) hour days, Monday through Friday, except for plant operators.

The work day for all employees shall be a twenty-four (24) hour consecutive period starting at Midnight and ending the following Midnight. The hours of work for each classification of employees are set out elsewhere in this Article.

7.3 Office employees shall work from 8:00 A.M. to 4:30 P.M. with a one-half (1/2) hour unpaid and staggered lunch period as near the middle of the shift as possible.

7.4 Distribution employees, with the exception of meter readers and service personnel, shall work from 7:00 A.M. to 3:30 P.M. with a ½ hour unpaid lunch period from 12:00 noon to 12:30 P.M. Meter readers and service personnel hours will parallel with office hours of 8:00 A.M. to 4:30 P.M. with a one-half hour unpaid lunch from 12:00 Noon to 12:30 P.M.

7.5 Plant operator employees (includes all treatment process) shall work eight (8) hour shifts as follows:

<u>1st shift –</u>	<u>11:00 PM</u>	<u>to</u>	<u>7:00 AM</u>
<u>2nd shift -</u>	<u>7:00 AM</u>	<u>to</u>	<u>3:00 PM</u>
<u>3rd shift -</u>	<u>3:00 PM</u>	<u>to</u>	<u>11:00PM</u>

Each employee will be allowed a one-half (1/2) hour paid and staggered lunch period to be taken between the fourth (4th) and fifth (5th) hour.

7.6 The employees shall receive two (2) fifteen (15) minute paid break periods during each eight (8) hours of work of the work day. Each break period shall be during the middle of each four (4) hour period of the eight (8) hour shift, if possible. Break periods may be altered or eliminated during an emergency. Employees may travel to the nearest break period site that has water and bathroom facilities available. Their travel time will be paid and will not be considered a part of the break period. Break period sites must be approved by the applicable division supervisor.

7.7 The employee's scheduled working hours may be changed by the Employer in the case of an emergency situation. Management will make every effort to not call a plant operator/maintenance person to return to work without at least 12 hours off. This section can not be grieved.

7.8 A supervisor will not perform the work of a bargaining unit employee to deprive employees under the agreement of the opportunity to perform their work except in the case of illness, vacation or personal leave or in an emergency.

ARTICLE 8

OVERTIME

A. Overtime

8.1 Any employee, except for plant operators, who works on a Saturday and/or Sunday shall receive one and one-half (1 1/2) times their hourly rate of pay for all hours worked. Plant operators shall receive one and one-half (1 1/2) times their hourly rate of pay for all hours worked on the sixth (6th) and/or seventh (7th) day regardless of the scheduled work week. To qualify for these rates of pay in this Section, the employee must have worked or have been credited (holiday pay, sick leave, etc.) for forty (40) hours during the first five (5) days of their scheduled work week.

8.2 All employees will be paid one and one-half (1 1/2) times their hourly rate of pay for all hours worked in excess of eight (8) hours in a work day or eight (8) hours in one (1) continuous period or over forty (40) hours in a work week. When an employee receives pay for a holiday not worked, those hours will be considered as time worked for purposes of computing hours in excess of forty (40) in the employee's work week, except when such holiday falls outside the employee's scheduled work week.

8.3 All employees shall receive a fifteen (15) minute paid break period if required to work beyond their regular shift. This break period shall apply every four (4) hours thereafter. After four (4) hours of overtime work, the distribution employees shall have paid meal, not to exceed a \$3.00 maximum.

8.4 The employees will turn in their time cards at their work station at the end of their

daily work shift. Any employee failing to report the proper time worked will not receive the additional pay due that employee until the next pay period.

8.5 The senior employee in any division shall be offered the overtime work unless in an emergency situation. If the senior employee refuses to work overtime, then the junior employee must work. If the entire division is required to work overtime, everyone must work unless excused because of illness or injury. If the senior employee has the required qualifications that the junior employee does not possess in the case of overtime assignments, then the senior employee(s) must work the overtime.

8.6 The Employer shall not pay twice for overtime nor shall the same be pyramided.

B. Call-Back Time

8.7 Any employee who is called back to work by the Employer shall be guaranteed two (2) hours pay at the employee's overtime rate of pay, applicable for the day involved, provided that if the employee desires to leave work and the Employer does not object, the employee will be paid only for the time actually worked for such call-back.

The two (2) hours guarantee does not apply to an early call in for the period immediately before the employee's scheduled work shift or the period after the employee's scheduled work shift when the employee has not left the work site.

If an employee works over eight (8) hours on a call-back situation, then, all hours worked on call-back after eight (8) hours shall be paid at double the hourly rate of pay of the employee for such call-back.

C. On Call Time

8.8 One employee from the Distribution Division shall be available for on call duty from 4:30 PM Friday to 7:00 AM Monday and on designated holidays beginning September 15 and ending April 15. The on call schedule shall be posted at least four (4) weeks in advance and will be based

on seniority. Any substitutions will not change the seniority rotation schedule. All substitutions must be submitted on a written form and approved by the Water Services Director. An employee on call will be available by telephone or similar effective means of communication and must respond in a reasonable amount of time. Employees on call will receive regular pay based on the following schedule:

1 Day Holiday	5 Hours Regular Pay
2 Day Weekend	8 Hours Regular Pay
2 Day Weekend/1 Day Holiday	11 Hours Regular Pay
2 Day Weekend/2 Day Holiday	14 Hours Regular Pay

When a holiday falls during Monday through Wednesday of the week, the employee on call during the preceding weekend shall be on call. When a holiday falls on a Thursday or Friday during the

week, the employee on call during the following weekend shall be on call. For purpose of this section the seniority list will rotate from year to year with the second most senior employee replacing the most senior.

8.9 When an employee on call is called in, then the first such occasion per day will be Paid under the provisions of Section 8.7. Each subsequent call-in will be paid at the overtime rate for the actual time worked.

ARTICLE 9

PAID HOLIDAYS AND HOLIDAY PAY

9.1 The following listed holidays or the day customarily observed as the holiday by the Employer are designated as paid holidays:

New Year's Day	Labor Day
President's Day	Veterans Day (November 11)
Good Friday	Thanksgiving Day
Memorial Day	Friday After Thanksgiving
Fourth of July	Christmas Day

9.2 When the above listed holiday falls on a Sunday, Monday will be observed as the holiday. When a holiday falls on a Saturday, the preceding Friday will be observed as the holiday. Those that are scheduled to work weekends will get the actual "holiday" off and not the "observed holiday" when the actual holiday falls on a weekend with the understanding that management will abide by this requirement to every extent possible.

9.3 In order to qualify for holiday pay, the employee must work the employee's regular work day or work shift, before and after the holiday unless excused by the division supervisor.

9.4 The employees shall receive eight (8) hours pay at the employee's straight time hourly rate as a paid holiday, not worked, for each of the above listed holidays in Section 9.1 of this Article.

9.5 Any employee required to work on a holiday shall receive one and one-half (1 1/2) times their hourly rate of pay for all hours worked on a holiday plus eight (8) hours pay at the employee's straight hourly rate of pay.

9.6 An employee who is in a probationary status when a holiday falls, shall not receive holiday pay and shall be governed accordingly by this Article. Employees who successfully complete their probationary period will be paid late for holiday pay or be given the time off for holidays falling during their probationary period.

ARTICLE 10

VACATIONS

10.1 Those employees hired before February 1, 1993, will be entitled to a paid vacation based on the following schedule. Years of service will be based on the original date of hire. Hours will be paid at the employee's straight time rate:

<u>Years of Service</u>	<u>Number of Hours</u>
After 1 Year	80 Hours
After 5 Years	120 Hours
After 10 Years	160 Hours
After 15 Years	200 Hours

Those employees hired after February 1, 1993, are entitled to a paid vacation based on the following schedule:

<u>Years of Service</u>	<u>Number of Hours</u>
After 1 Year	80 Hours
After 5 Years	120 Hours
After 13 Years	160 Hours
After 20 Years	200 Hours

10.2 Vacations will be taken at times approved by the Employer. The employees shall choose their preference of vacation to be taken by seniority within their respective division. Employees will be allowed to carry one week of vacation from one year to the next. Vacation schedules shall be posted by the Employer. During the month of January each year, the employees will exercise their seniority rights in the selection of the earned vacation periods that they prefer. After January, employees will be allowed to request a change or additional unused vacation upon the written permission of his/her supervisor.

10.3 If a holiday(s) falls in the scheduled vacation of the employee, the employee shall take an additional day(s) off with pay.

10.4 An employee may elect to take vacation one hour or more, provided the employee obtains the written permission of his/her supervisor.

10.5 In the event of sickness and an employee has used all of the employee's accrued paid sick leave, the employee may, if so desired, use earned paid vacation while off work due to sickness.

10.6 After completion of the employee's probationary period, if the employee terminates employment for any reason, the employee shall be paid all accumulated and unused vacation.

ARTICLE 11

SICK LEAVE

11.1 All employees shall retain all previous accrued and unused sick leave. All employees shall earn sick leave at the rate of twelve (12) hours per month from their date of hire, with a maximum accumulation of one thousand one hundred and sixty (1,160) hours.

11.2 The employee shall be paid earned sick leave at the straight time hourly rate of pay for all sickness or injury up to eight (8) hours per day of his or her scheduled working hours lost because of such disability. No employee shall receive sick leave pay if they become ill or injured while working for another employer.

11.3 In the event an employee exhausts his or her accumulated paid sick leave, he or she shall receive a sick leave of absence without pay if verified by a physician's statement. The employee may use their accrued vacation with pay during this period by notifying the Employer. Total time granted for a leave of absence under this section shall not exceed one (1) year.

11.4 Sick leave will be paid to the employee to the extent of sick leave earned in conjunction with weekly workmen's compensation payments so that the employee receives forty (40) hours per week, if possible, due to an on-the-job illness or injury. The employee shall turn over to the Employer any amounts received as weekly workmen's compensation payments that results in an employee receiving more than his or her forty (40) hour weekly wage.

11.5 An employee shall be paid all unused and accumulated sick leave up to **six hundred (600) hours** upon regular retirement if the employee has twenty (20) or more years of service or the employee may choose the following option.

An employee who is eligible to retire under the provision of the Iowa Public Employee's Retirement System (IPERS) and shall receive full retirement benefits from this plan, may, upon retirement, elect to use his/her accumulated sick leave, up to **six hundred (600) hours**, to purchase health insurance from the City. To receive this benefit, an employee must exercise this option within six (6) months following the date of eligibility.

Employees who retire early with either reduced or full retirement benefits under the IPERS Rule, may exercise the option to use accumulated sick leave. Employees eligible to retire under this

Rule will have six (6) months from their 65th birthday during which time they must exercise the options.

The value of the sick leave will be calculated by dividing the employee's average compensation as used in the retirement formula by 2080 to arrive at an hourly rate and then multiply this hourly rate by the number of hours, six hundred (600) maximum, standing to the employees credit. The employee may use this balance to pay any portion of the monthly health insurance premium. The applicable monthly health insurance premium shall be the same as that calculated for active employees.

11.6 The employee shall notify the Employer prior to the start of the shift if he or she is to be absent from work due to illness or injury. For any illness lasting three (3) working days or more, the employee will provide the Employer with a physician's statement verifying such illness or injury. The employee shall present the physician's statement to the supervisor between 8:00 A.M. and 5:00 P.M. on the first working day the employee returns to work. In the case of plant operators, they shall have presented their physician's statement to their supervisor by the end of the second working day upon return to work. At the Employer's discretion, a physician's statement may be requested of any employee during any length of illness if the Employer has suspicion of sick leave abuse by any employee. The Employer shall not deny sick leave benefits to the employee when the employee returns to work with a physician's statement verifying the period of disability, and the employee shall be paid sick leave while off work to obtain such verification.

11.7 The Employer will not pay for any physical examination that occurs due to a request for verification of sick leave of absence.

11.8 An employee may elect to take eight (8) hours of compensatory time off following each ninety (90) consecutive days during which an employee does not use sick leave and may take a maximum of thirty two (32) hours of compensatory time off in any fiscal year.

ARTICLE 12

MATERNITY LEAVE

12.1 A maternity leave of absence with accrued sick pay (if available) and without loss of seniority will be allowed female employees who become pregnant. Such employee will be allowed to work or to return to work as long as she is capable of performing the regular duties of her job.

12.2 An employee may continue to pay her own group insurance premium monthly to the Employer for continued coverage, if she so desires.

12.3 The employee shall also be allowed to use her accrued vacation if she so chooses during this leave of absence.

ARTICLE 13

JURY DUTY

13.1 An employee shall be paid full pay for absence from work while called to serve as a juror, or while called to testify as a witness in connection with the employee's work with the Employer. This is intended to mean that the employee shall receive full pay for wages lost during the employee's scheduled working hours, less any pay received for such jury duty or witness fees, (it is noted that mileage and meal reimbursement to the employee is not considered a part of this package), due to examination, selection and/or actual service on a jury, or due to serving as such a witness.

13.2 The employee will provide the Employer with written verification of any jury service or witness service and proof of the amount the employee was paid for such service. This verification will be furnished to the Employer as soon as practicable upon returning to work. The employee shall report to the immediate supervisor when released from jury or witness service during the first six (6) hours of the work shift.

ARTICLE 14

FAMILY ILLNESS, BEREAVEMENT LEAVE AND FUNERALS

14.1 The employee will be granted leave, and without pay, up to five (5) days per year (non-accumulative) to be responsible for the care of persons ill in the family. If the employee so chooses, he or she may use earned vacation up to a maximum of five (5) days (40 hours) per year with pay at their hourly rate at the time of taking such leave. The family to include the employee's spouse, mother, father, step-mother, step-father, sister, brother, son, daughter, step-son, and step-daughter. The employee shall notify the supervisor prior to the start of his or her work shift. The employee will provide the Employer with written verification from the family member's physician of any such illness lasting three (3) continuous working days or longer.

14.2 The employee will be allowed up to three (3) working days in each instance with full pay as bereavement leave in case of a death in the family. The family members are to include the father, father-in-law, mother, mother-in-law, wife, husband, brother, sister, son, daughter, grandfather, grandmother, step relatives and foster parents. Written verification of the death will be provided to the Employer by the employee upon request. The employee must attend the funeral.

14.3 An employee will be allowed one (1) working day leave per year (non-accumulative) with full pay to attend a funeral of a person other than a family member as described in Section 14.2 of this Article. Written verification of the death of this person will be provided by the employee to the Employer upon request. The employee must attend the funeral.

ARTICLE 15

LEAVE OF ABSENCE

A. Leave of Absence for Union Business

15.1 The Employer may grant the necessary time off without discrimination or loss of seniority rights and without pay to any employee designated by the Union to serve in any capacity on Union official business. If so granted, it will be with written permission from the Director to the affected employee.

15.2 The Union agrees that notification of the leave of absence will be given to the Employer as far in advance of such effective date as possible.

B. Personal Leave of Absence

15.3 Any employee desiring a leave of absence from their employment shall secure written permission from the Employer with a copy to the Union. A leave of absence shall be granted for a maximum of thirty (30) calendar days and without pay. Failure to comply with this provision shall result in the complete loss of seniority rights of the employee. Inability to return to work at the expiration of the personal leave because of proven sickness or injury shall not result in the loss of seniority rights.

C. Military Leave

15.4 All employees who are members of the military service of this state or nation in any capacity whatsoever shall be allowed leave without loss of seniority or any accumulated benefits when required to report to their respective duties with any military unit for any reason. Written verification will be provided the Employer for all such military leave.

15.5 This Article is also intended to include the Selective Service Act of 1948, as amended, when applicable.

D. Personal Day

15.6 An employee shall be entitled to two (2) working days off to be used at any time during the contract year, provided that the employee must request the day off and obtain the permission of the supervisor at least one (1) working day prior to the day off. These personal days cannot be carried over beyond the contract year.

ARTICLE 16

HEALTH AND SAFETY

16.1 Any physical examinations required by the Employer or law shall be promptly complied with by all employees, provided, however, that the Employer shall pay the cost of all such physical examinations, except as provided in sick leave, and for all time spent in taking the physical examination.

16.2 The Union and the employees will extend their complete cooperation to the Employer in maintaining employee policies, rules and regulations as to health and safety, and in assisting the Employer in fulfilling State and Federal requirements relating thereto.

ARTICLE 17

UNIFORMS AND PROTECTIVE CLOTHING

17.1 The Employer shall furnish and maintain uniforms for the employees. All employees will wear the entire uniform, if available from the cleaners. The failure of any employee to wear the uniform will result in the forfeiture of this benefit for that employee.

17.2 The uniform for the employees, except for the office employees, shall consist of ;

- a) 11 short sleeve and 11 long sleeve shirts
- b) 11 pair of pants
- c) One spring jacket and one winter jacket

17.3 The Employer agrees to furnish and maintain all protective clothing such as rain coats, boots, gloves, rain hats, insulated jackets for the meter readers, insulated coveralls for the distribution employees, etc. and all safety equipment for the employees to use in connection with their duties. Any failure on the part of the employee to properly care for and maintain control of furnished protective clothing shall result in the forfeiture of this benefit by said employee. The Employer will provide and maintain all safety protective clothing and safety equipment required by law. The Employer agrees to pay a safety shoe reimbursement of seventy dollars (\$70.00) per year to the employees that are required to wear safety shoes upon submittal of a receipt for same to the Director.

ARTICLE 18

INSURANCE

18.1 The employer shall provide a group health and accident insurance policy for each full time employee and his or her family dependents consistent with the Wellmark Blue Cross Blue Shield Alliance Select PPO which shall provide a \$400.00 single and a \$800.00 family

deductible, maximum out of pocket single \$800.00, maximum out of pocket family \$1,600.00, 10% co-pay within the provider network and 20% co-pay outside the provider network, \$10 generic/\$20 preferred brand/\$30 non-preferred brand drug card and \$1 million lifetime coverage.

During a period of an unpaid leave of absence of the employee lasting thirty (30) days or more, the employee shall pay their own group insurance premium and life insurance on themselves and their dependents. The Employer agrees to carry the coverage for the employees and their dependents at the present level of benefits or improved coverage during the term of his Agreement. Prior to any change in the policy or in the carrier, the Employer agrees to meet and confer with the Union. The final decision as to the carrier shall be made by the Employer.

18.2 The employer shall pay 100% of the single coverage premium. An employee may elect coverage for family or dependents, in which case the employee will pay forty dollars (\$40.00) per month of the family premium and the Employer will pay the balance of the monthly family premium.

18.3 The Employer agrees to provide life insurance coverage of Thirteen Thousand Dollars (\$13,000.00) on each full-time employee and the premium on this coverage shall be paid by the Employer.

ARTICLE 19

SUPPLEMENTAL PAY

A. Longevity

19.1 All employees shall be paid longevity payments on the following basis from their most recent date of hire:

YEARS OF SERVICE

AMOUNT PER MONTH

	JULY 1, 2006	JULY 1, 2007
After 5 years	\$30.00 per month	\$40.00 per month
After 10 years	\$45.00 per month	\$55.00 per month
After 15 years	\$55.00 per month	\$65.00 per month
After 20 years	\$65.00 per month	\$75.00 per month
After 25 years	\$75.00 per month	\$85.00 per month
After 30 years	\$85.00 per month	\$95.00 per month

19.2 To qualify for longevity pay, all employment must have been in full-time status.

19.3 The longevity payments will be paid to the employee, to the extent due, in equal payments over twenty-six (26) pay periods during the year.

B. Schooling

19.4 The Employer agrees to pay tuition fees and furnish transportation or pay mileage at \$.20 per mile and pay for food and lodging for employees who attend schooling in connection with their employment as directed by the Employer. The Employer agrees to pay up to eight (8) hours at the hourly rate of pay for each day the employee attends school during which the employee would have been normally scheduled to work.

19.5 The Employer agrees to establish a schooling schedule for employees to ensure that all employees qualify as to State certification at the required intervals. The Employer will pay \$35.00 for certification fees.

C. Certification Pay

19.6 Based on the State certification of the employee, the employees covered by this Agreement shall receive certification pay, if qualifies, as follows:

Plant & Distribution	
Grade 1	-0-
Grade 2	\$27.00 per month
Grade 3	\$55.00 per month
Grade 4	\$55.00 per month

Employees hired prior to July 1, 1994 will receive \$11.00 per month for Grade 1 certification.

19.7 Certification payments will be made to the eligible employees to the extent due in equal payments over twenty-six (26) pay periods during the year.

ARTICLE 20

SHIFT DIFFERENTIAL

20.1 All employees on 1st and 3rd shift work schedules shall receive a paid shift differential as follows:

1st shift	11:00PM to 7:00 AM – thirty five cents (\$.35) per hour additional
3 rd shift	3:00 PM to 11:00 PM - twenty five cents (\$.25) per hour additional

ARTICLE 21

SUSPENSION AND DISCHARGE

21.1 The Employer shall not suspend or discharge any employee without proper cause. The following actions shall be considered proper cause for discharge without a written warning:

- a) Purposely falsifying an employment application for the personal gain for the employee.
- b) Dishonesty on the job.
- c) Being on the job while under the influence of alcohol or drugs.
- d) Recklessness resulting in a serious on-the-job accident.
- e) Intentional and inexcusable distribution of unsafe water to the public or willfully contaminating the water supply.
- f) Intentional and inexcusable destruction of public property.
- g) Being an aggressor in a physically fighting situation on the job.
- h) Any unexcused absence or leaving the job without permission.
- i) Sleeping while on duty.

21.2 For other causes, the Employer shall give the employee one (1) verbal warning for the first offense, one (1) written warning for the second offense of the same violation specifically informing the employee of the violation committed and further notifying the employee that any additional serious violation of the same type of incident that occurs within nine (9) months from the date of the written notice shall constitute grounds for suspension or discharge. All verbal and written warnings shall be stated to the employee at the beginning of any disciplinary meetings.

21.3 Written reprimands, notices of suspension and discharge shall become part of the Employer's personnel file. The employee shall acknowledge, in writing, the receipt of such documents. The written reprimands shall become null and void after two (2) years from the date of issue and then they shall be removed from the Employee's files and returned to the employee.

21.4 An employee may be suspended as stated in 21.1, without pay, for proper cause, by the Director of the Fort Madison Water Department.

21.5 The employee may request an investigation as to the suspension or discharge of the employee in accordance with the grievance procedure.

ARTICLE 22

GRIEVANCE PROCEDURE

22.1 Definition - General Rules:

- a) The purpose of this Article is to provide a prompt method of settling grievances.

- b) The word "Grievance" wherever used in this Agreement shall mean any difference between the Employer and the Union or any employee with regard to the interpretation, application, or violation of any of the express terms and provisions of this Agreement.
- c) If a grievance is not presented or appealed within the time limitations as hereinafter provided, the grievance shall have no further validity or effect and will be considered to be abandoned.

22.2 Procedure - A grievance that may arise shall be processed and settled in the following manner:

a) Step 1. The grievance shall be discussed informally between the employee involved and the employee's immediate supervisor within five (5) working days after the occurrence of the event giving rise to the grievance. The supervisor shall deliver an oral answer to the aggrieved employee within two (2) working days after such discussion.

b) Step 2. If such grievance is not settled in Step 1, the aggrieved employee may appeal.

The employee shall within five (5) working days following completion of Step 1, present the grievance in writing to the Department Head, and the Union. The grievance shall contain a statement from the employee specifying what relief or remedy is desired. The Department Head shall investigate the grievance and issue a decision in writing thereon within a period of five (5) working days.

c) Step 3. If such grievance is not settled in Step 2, the Union may appeal to the City Manager. The Union shall within five (5) working days following completion of Step 2 present the grievance in writing to the City Manager. The grievance shall contain a statement from the Union specifying what relief or remedy is desired. The City Manager shall meet with the Union, review the grievance and issue a decision in writing thereon within a period of ten (10) working days following receipt of the grievance.

d) Step 4. If the grievance is not settled in Step 3, the Union may appeal to arbitration. The Union shall request arbitration by written notice by certified mail submitted to the City Manager within ten (10) working days after completion of Step 3. The written notice shall be signed by the Union and shall contain a statement specifying the relief or remedy desired and the specific section of this Agreement which is to be interpreted or considered by the arbitrator. A representative of the Employer and the Union shall select a mutually agreeable arbitrator to hear the grievance. If the parties are unable to agree upon the selection of an arbitrator within five (5) working days of the Employer's receipt of the arbitration notice, the Union shall within five (5) working days request the Federal Mediation and Conciliation Service or the Public Employment Relations Board to submit a list of five (5) arbitrators. Upon receipt of the list, the parties designated representatives shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list, and the fifth and remaining person shall be selected as the arbitrator.

An arbitrator selected pursuant to the above provisions shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written opinion and award. The arbitrator shall have no authority to add to, subtract from, modify or amend any terms of this Agreement. The arbitrator shall have no authority to substitute his or her discretion for that of the Employer in any matter reserved to the Employer by the terms of this Agreement. A decision of the arbitrator, within the scope of his or her authority, shall be final and binding upon the Employer and the Union.

The Employer and the Union will share equally any joint cost of the arbitration procedure, such as fees and travel expenses for the arbitrator, and the cost of a hearing room and transcript. Any other expenses shall be paid by the party incurring them.

22.3 The Union shall have the right to be present and state its views at any and all stages of the grievance procedure.

22.4 The time limits in any step of the grievance procedure herein may be extended by mutual agreement between the parties.

ARTICLE 23

NO STRIKE - NO LOCKOUT

23.1 It shall be unlawful for any Public Employee or any employee organization, directly or indirectly, to induce, instigate, encourage, authorize, ratify, or participate in a strike against any Public Employer. The Union agrees that it will not authorize, instigate, aid or condone a strike, work stoppage, or slow down, and the Employer agrees that it will not engage in a lockout of its employees. The Union further agrees that it will take every reasonable means which are within its power, to induce employees engaged in a strike or work stoppage to return to work.

ARTICLE 24

WAGES AND CLASSIFICATIONS

24.1 The wages and classifications as set forth below shall be in affect from July 1, 2001 to and including June 30, 2003 for the employees covered by this Agreement from the employee's date of hire with the Employer.

July 1, 2006 to June 30, 2007

Per Hour

Classification

Base

6 Months

After 1 Year

Customer Service
Representative

\$11.58

\$12.18

\$14.18

Meter Reader/Service

Worker (Distribution Division)	\$13.61	\$14.21	\$15.03
Distribution	\$13.61	\$14.21	\$15.38
Operator/Maintenance	\$13.62	\$14.23	\$15.59
Maintenance Person	\$13.62	\$14.23	\$15.59

Seniority, pertaining to lay-off, for the position of Maintenance Person, is Department-wide and is not by individual position of job title or qualifications.

An employee who is the designated Distribution Lead Person shall be paid one dollar forty cents (\$1.40) per hour above his/her normal wage classification.

July 1, 2007 to June 30, 2008

<u>Per Hour Classification</u>	<u>Base</u>	<u>6 Months</u>	<u>After 1 Year</u>
Customer Service Representative	\$12.06	\$12.66	\$14.66
Meter Reader/Service Worker (Distribution Division)	\$14.09	\$14.69	\$15.51
Distribution	\$14.09	\$14.69	\$15.86
Operator/Maintenance	\$14.10	\$14.71	\$16.07
Maintenance Person	\$14.10	\$14.71	\$16.07

Seniority, pertaining to lay-off, for the position of Maintenance Person, is Department-wide and is not by individual position of job title or qualifications.

An employee who is the designated Distribution Lead Person shall be paid one dollar forty cents (\$1.40) per hour above his/her normal wage classification.

Temporary Distribution Lead Person

In those circumstances where the lead person is absent from work the Employer shall immediately designate a temporary distribution lead person.

In those instances when the lead distribution person is absent, the designated temporary lead distribution person shall work 24 hours or three days (three days being defined as three scheduled

eight hour shifts), whichever comes first, before receiving the higher rate of lead distribution person rate of pay as set forth herein.

In the event that a work emergency occurs, the temporary distribution lead person shall receive the lead distribution rate of pay at the time of the emergency occurs, and shall continue to receive such rate of pay until the regular lead person returns to work.

Employees with one (1) or more years of seniority, when bidding a vacancy or a new job, will move to the lowest step of that job in the AFTER ONE YEAR wage classification.

Non-probationary employees with less than one (1) year seniority when awarded a bid job shall be paid at the six (6) months pay scale in that classification at the hourly rate of pay.

24.2 When an employee works at a higher rated paid job, that employee shall receive the higher rate of pay. When an employee works at a lower rated paid job, that employee shall receive his or her regular rate of pay.

24.3 The employees shall be paid every other Friday

24.4 Pay rate changes provided for by this agreement shall take effect on the first day of the pay period which is closest to the date of the event giving rise to the pay rate change.

ARTICLE 25

GENERAL CONDITIONS

25.1 This Agreement shall be construed under the laws of the State of Iowa. Whenever the context of this Agreement permits, the masculine gender includes the feminine, the singular number includes the plural, the reference to any party includes its agents, officials and employees.

25.2 Any provision of this Agreement that is inconsistent with the laws of the State of Iowa or Federal laws shall be null and void relating to that particular provision. In the event any provision of this Agreement is held invalid by any Court of competent jurisdiction, the said provision shall be considered separable and its invalidity shall not in any way affect the remaining provisions of this Agreement.

25.3 The Employer agrees to provide the following items for the benefit of the employees covered by this Agreement:

- a) Refrigerators in the office, plant and distribution lunch rooms,
- b) Tables and chairs in the lunch room,
- c) Coffee and coffee pots for break and lunch periods,
- d) Air conditioners in the plant and distribution lunch rooms, lab, and Water Department office.
- e) Pop machines,
- f) Clothing racks,

- g) Showers at the plant and distribution,
- h) The Employer will permit the employees to have and use their radios on the Employer's premises.

25.4 No employee will be required to furnish his or her own personal vehicle on any duties in connection with employment. Only authorized persons are allowed in Employers vehicles.

ARTICLE 26

EFFECTIVE PERIOD

26.1 This Agreement shall remain in full force and effect from July 1, 2006 to and including June 30, 2008.

26.2 Either party to this Agreement shall serve a written notice to the other party of their intent to open the contract for negotiations for a new Agreement by September 1, 2007.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 1st day of May, 2006.

CITY OF FORT MADISON, IOWA

CHAUFFEURS, TEAMSTERS AND
HELPERS LOCAL UNION NO. 238

Affiliated with the
International Brotherhood of Teamsters

By: Ken J. Leland
Mayor

By: Dary Ounham
Secretary/Treasurer

By: Shellen M. Mead
Clerk

By: Kimberly Wilson
Business Representative 5-18-06